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CONTRACTUAL AGREEMENT

between the

YORK CENTRAL SCHOOL BOARD OF EDUCATION

and the

YORK TEACHERS' ASSOCIATION

for

July 1, 2003 through June 30, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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INDEX

<u>Article</u>	<u>Section</u>	<u>Page</u>
Preamble	This Agreement	1
1.0	1.01 Recognition	2
	1.02 Work Year Description	2
	1.03 Definition of Days	2
2.0	2.01 Negotiation Procedures	3
3.0	3.01 Dues Deductions	3
	3.02 Credit Union Deduction	4
	3.03 Pay Schedule	4
4.0	4.01 Curriculum	5
5.0	5.01.A Salaries	6
	5.01.B Graduate Hours	6 & 7
	5.01.C In-Service Credit	8
	5.01.2 Experienced Credit	8
	5.01.3 Master's Degree	8
	5.02 Extra Instructional	9
	5.02.3 Tutoring	9
	5.02.4 Audio-Visual	9
	5.03 Extra-Curricular	9
	5.04 Medical Insurance	10
	5.05 Unused Sick Days	10
	5.06 Retirement Incentive	12
	5.07 Sabbatical Leave	12
6.0	6.01 Grievance	13
7.0	7.01 Student Discipline and Teacher Protection	16
8.0	8.01 Teacher-Administration Liaison Committee	16

INDEX (cont.)

<u>Article</u>	<u>Section</u>	<u>Page</u>
9.0	Professional Practices	18
	9.01.1 Teacher Observations	18
	9.01.2 Mentoring Policy	18
	9.01.3 Fair Dismissal	18
	9.01.4 Conferences	18
	9.01.5 Visitation Day	19
	9.01.6 Staff Development	19
	9.01.7 Personal Days	19
	9.01.8.A Sick Days	20
	9.01.8.B Sick Bank	20
	9.01.8.C Sick Days for Maternity Leave	21
	9.01.9 Teacher Day	22
	9.01.10 Personnel File	22
	9.01.11 Maternity/Paternity Leave	22
10.0	Miscellaneous Provisions	
	10.01.1 Agreement Changes	22
	10.01.2 Individual Agreement	23
	10.01.3 Agreement Copies	23
11.0	11.01 Duration of Agreement	25
	Signatures	25

APPENDICES

A.	School Nurse and Teacher Assistant	Page 26-39
B.	Curriculum/Special Area Salaries	40
C.	Athletic Salaries, 2003-2004	41
	Athletic Salaries, 2004-2005	42
	Athletic Salaries, 2005-2006	43
D.	Non-Athletic Extra Curricular Salaries	44
E.	Annual Professional Performance Plan	45
F.	403(b) Retirement Incentive Package	47

PREAMBLE

This agreement, made this 31st day of October 2003 by and between the Superintendent for and on behalf of the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the "Board" and the York Teachers' Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS: the Board and Association have a joint responsibility to provide educational services at a reasonable cost to the District, and

WHEREAS: the members of the teaching profession are particularly qualified to assist in recommending and formulating programs designed to improve educational standards, and

WHEREAS: the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS: the parties have reached certain understandings which they desire to confirm this Agreement.

It is hereby agreed as follows:

ARTICLE 1.0

Section 1.01 – RECOGNITION

The Board, having determined that the Association is supported by a majority of the teachers in a unit composed of all professional certified teachers, guidance counselors, teacher assistants, school nurses, and long-term substitutes except the Superintendent, Business Manager, High School Principal, Elementary School Principal, and Pupil Personnel Services Director, hereby recognizes the York Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend in accordance with the provisions of the Taylor Law. The terms and conditions of this Contract which relate specifically to teacher assistants and school nurse will be found in Appendix A.

Section 1.02 – WORK YEAR DESCRIPTION

Guidance Counselor work year:

Secondary Counselor (grades 10-12) work year: September 1 through June 30 plus four weeks. The additional four weeks may be worked on any day/vacation that school is not in session with prior approval of the building principal.

Secondary Counselor (grades 7-9) work year: September 1 through June 30 plus two weeks. The additional two weeks may be worked on any day/vacation that school is not in session with prior approval of the building principal.

Elementary Counselor (grades K-6) work year: September 1 through June 30 plus one week. The additional week may be worked on any day/vacation that school is not in session with prior approval of the building principal.

Section 1.03 – DEFINITION OF DAYS

1. Business day: any day in which the Business Office is open.
2. Day: a day without any modifying adjective refers to a calendar day.
3. School day: any day when students are in attendance for the instructional program during the ten(10) month school year, including test days and partial days.
4. Working day: any day when the faculty are scheduled to report to work during the ten(10) month school year, including Superintendent's Conference Days and other days when faculty are required to report but students are not.

ARTICLE 2.0

Section 2.01 – NEGOTIATION PROCEDURES

- 2.01.1 It is contemplated that terms and conditions of employment in this agreement shall remain in effect for the period specified in Article 11.0. Any change of contractual conditions made during the period of this contract will be developed as a result of the liaison process.
- 2.01.2 No later than February 1, 2006, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Either party may request the use of mediation furnished by the State Employment Board.
- 2.01.3 Both parties in negotiations may select their own representatives independently from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach compromises in the course of negotiations.
- 2.01.4 “IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.” (Required by New York State)

ARTICLE 3.0

Section 3.01 – DUES DEDUCTIONS

- 3.01.1 The Board of Education of the York Central School District agrees to deduct from the salaries of its employees dues for the Teachers’ Association and its affiliates as said teachers individually and voluntarily authorize the Board to deduct and transmit the total of all dues deducted to the York Teachers’ Association for proper disbursement. Teacher authorization shall be in writing and in the form set forth below: Designation and Deductions Authorization:

Print: Last Name, First, Initial

Building

Address

TO: Board of Education of the York Central School District pursuant to Chapter 392 Laws of 1967, I hereby designate the York Teachers’ Association as my representative for the purpose of collective

negotiations, and I hereby authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the York Teachers' Association the composite total of the dues as certified by the York Teachers' Association the composite total of the dues as certified by the York Teachers' Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee Signature

Date

- 3.01.2 The Association shall certify to the Board in writing the current rate for membership dues deduction. Any change in dues deductions shall be provided to the Board thirty (30) days prior to the effective date of the change involved.
- 3.01.3 Deductions referred to in Section 3.01.1 above shall be made in the following manner: Dues to the organization shall be deducted in approximately equal installments, beginning with the first paycheck of the current school year.
- 3.01.4 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for any such authorizations.
- 3.01.5 The Board shall, following each pay period from which dues deduction is made, transmit the composite amount of deductions to the York Teachers' Association for proper transmittal to the designated affiliates. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made, and the amount deducted for each.
- 3.01.6 An employee may withdraw his authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

Section 3.02 – CREDIT UNION DEDUCTION

- 3.02 The Board agrees to continue a payroll deduction program for the G.V.T.A. Federal Credit Union consistent with arrangements satisfactory to the administration and the Teachers' Association

Section 3.03 – PAY SCHEDULE

- 3.03 Association members may elect to be paid on a 26-pay plan. Members will notify the Business Office annually before the last day of school to begin pay cycle starting September 1.

ARTICLE 4.0

Section 4.01 – CURRICULUM

The development of curriculum shall involve the concerned faculty and administration. Outside agencies or individuals may be called upon for assistance in curriculum development, organization, or revision. Affected professional staff may be called on for assistance and consultation in curriculum projects. The Board and Administration recognize that teacher talent is a valuable asset to the district and recognizing the need for curriculum projects at all levels and areas, the following options may be utilized:

1. Meetings for the discussion and not development of curriculum may be called at the discretion of the curriculum coordinator or building principal at no extra cost to the district.
2. Assignment of teachers through released time may be made during the instructional day at no extra cost to the district.
3. Voluntary curriculum work by the teacher on Board-approved projects outside of the designated instructional day or during the summer vacation period will be compensated at a rate of \$22.50 per hour.

Final payment of all curriculum salaries will be contingent upon the receipt by the appropriate building principal of satisfactory documents which can be used to implement appropriate curriculum development, organization or revision.

All appointments for curriculum projects will be subject to recommendation of the Administration and approved by the Board.

Coordinator of all curriculum projects shall be the appropriate building principal or his/her designee. Final scheduling of all curriculum projects shall be the responsibility of the Administration, giving due regard to total scheduling, teacher availability and preference. It is agreed by the parties that the final approval and adoption of curriculum development, organization, or revision is the sole obligation and legal function of the Administration and the Board.

ARTICLE 5.0

Section 5.01

A. SALARIES:

1.
 - a. For the 2003-2004 school year, teacher and guidance counselor salaries will increase by 4.5% above the compensation received for the 2002-2003 school year.
 - b. For the 2004-2005 school year, teacher and guidance counselor salaries will increase by 4.5% above the compensation received for the 2003-2004 school year.
 - c. For the 2005-2006 school year, teacher and guidance counselor salaries will increase by 4.5% above the compensation received for the 2004-2005 school year.
 - d. An additional \$20,000 will be distributed among newer teachers for equity purposes during the 2004-2005 school year.
2. The starting salary for 2003-2004 will be \$30,966; for 2004-2005: \$32,359 and for 2005-2006: \$33,815.

B. GRADUATE HOURS:

1. All teachers hired prior to July 1, 1995 will be compensated at the rate of \$50.00 per credit hour for prior approved courses, or the teacher has the option to be reimbursed at the SUNY tuition rate upon submission of a transcript documenting a passing grade.
2.
 - a. After July 1, 1995, all new hires will no longer receive salary credit for graduate hours and additional compensation for a Master's degree. The District will, after July 1, 1995, pay new hires the current SUNY tuition rate for graduate work toward permanent certification (Master's degree). Prior approval for courses leading to permanent certification is not required, and payment will be made following completion and submission of a transcript documenting a passing grade. If a course is only offered on a P(pass)/F(fail) basis from the college or university, a P(passing) or S(satisfactory) grade must be received for reimbursement. Verification must be submitted by the teacher that the course is only offered on a pass/fail basis.

- b. New staff hired with graduate hours completed towards their permanent certification will be reimbursed at the rate of \$50.00 per credit hour, provided a minimum grade of "B" or "Pass" was earned (see 2A for "pass/fail" requirements). Courses must be for credit toward their Master's degree or administrative degree or be related to his/her teaching responsibilities.

- c. For all graduate hours after permanent certification, the teacher will be offered the option of being reimbursed upon completion of a course at the current SUNY rate or have his/her salary increase at a rate of \$50.00 per credit hour. For inclusion in a teacher's salary, certification for newly earned hours is to be made on October 1st and/or March 1st of this Contract. Effective paydates for the October 1st certification period will be retroactive to September 1st and for March 1st will be retroactive to February 1st. To qualify for payment, however, new graduate credit hours must meet the following conditions:
 - (1) Credit hours shall be for all graduate courses. This applies to new graduate courses approved after the effective day of this Contract.
 - (2) Have prior written approval of the building principal and Superintendent.
 - (3) Be within the teacher's area of certification or teaching area and administrative courses.
 - (4) The teacher receives a final passing grade of B- or better or a "Passing" grade if the course is scored on a Pass/Fail basis.

C. IN-SERVICE CREDIT:

- 1. Payment for voluntary in-service courses and other professional development which takes place outside of the workday shall be at the per credit hour paid for graduate hours. One credit hour equals fifteen clock hours of in-service and other professional development work. Effective paydates for October 1st certification period will be September 1st, and March 1st period will be February 1st. To qualify for payment, however,

in-service and professional development must meet the following conditions:

- a. The School District is not paying for course.
 - b. In-service and professional development credit hours will be for the purpose of improving or developing the quality of teaching and learning.
 - c. Have prior written approval of the building principal and Superintendent.
 - d. Present proof of satisfactory completion and participation.
 - e. Required in-service or professional development, such as Superintendent Conferences or workshops scheduled during the teaching day, and at a time when the staff member is on regular payroll, does not qualify for additional credits.
2. Teachers who are voluntarily participating in a BOCES-sponsored in-service program during July and August will be compensated at the rate of \$75.00 per day.

Section 5.01.2 – EXPERIENCED CREDIT:

Prior teaching experience is a negotiable consideration between this school district and the candidate. The initial salary agreement signed by the candidate shall reflect a beginning salary step placement or negotiated credit for previous experience, if any.

Section 5.01.3 – MASTER’S DEGREE:

All teachers hired prior to July 1, 1995, obtaining a Master’s degree will receive a \$500 increase to their salary. Teachers hired after July 1, 1995, will not receive the salary increase.

Section 5.02 – EXTRA INSTRUCTIONAL

- 5.02.1 High School Curriculum Chairpersons:
There will be high school curriculum chairpersons for English, Math, Science, Social Studies, K-12 Physical Education, and Foreign Language. Chairpersons shall perform duties as listed in the current job description for Curriculum Chairpersons. In addition, each Curriculum Chairperson shall furnish the Board with a year-end report evaluating the goals and accomplishments of the previous year's operation with recommendations for the subsequent contract year. Curriculum Chairpersons are evaluated yearly and will receive an annual appointment.
- 5.02.2 High School Special Subject Chairpersons and Elementary Grade Level Chairpersons:
There will be three special subject chairpersons:
One for Vocational (technology, home and career skills, and business);
One for Educational Support Personnel (remediation, library, and resource);
One for Fine Arts (art and music – vocal/instrumental).
There will be Middle School Chairperson for Grade 7 and for Grade 8.
There will also be an Elementary Grade Level Chairperson at each grade (K-6).
- The special subject chairpersons, middle school chairpersons, and elementary grade chairpersons are to perform duties as listed in the job descriptions. In addition, each chairperson shall furnish the Board with a year-end report evaluating the pros and cons of the previous year's operation with recommendations for the subsequent contract year. Chairpersons are evaluated yearly and will receive an annual appointment.
- 5.02.3 Tutoring: Tutoring is payable at \$22.50 per hour plus current approved mileage rate. All tutorial arrangements are to be made by the Guidance Counselor with time sheets approved by the building principal prior to submission to the Business Office. One hour preparation time will be allowed for every two hours of instruction.
- 5.02.4 Audio-Visual: High School, Elementary, and I.T.V. – see Appendix “B”.

Section 5.03 – EXTRA CURRICULAR

- 5.03.1 Selection process for all extracurricular positions: Coaching, Clubs, and Class Advisors:
- A. All extracurricular positions are for one year and are approved by the Board of Education.

- B. Clubs and Class Advisors: Building principals advertise and make recommendations to the Superintendent for Board of Education approval. Qualified faculty members will be given priority for all club and class advisorships. In the event no faculty member applies or in the opinion of the appropriate building principal a faculty member who applies is deemed to be unqualified or unsuitable, the district may then seek outside applications.
- C. Coaching Selection Procedure:
Positions will be advertised outside only when the following conditions occur:
 - 1. There are no applicants from the faculty.
 - 2. If a coaching-certified teacher applies, but the Athletic Director (with input from the Varsity Coach and High School Principal) decides the applicant is unsuitable.

5.03.2 Athletic Salaries: See Appendix “C”
Non-Athletic Salaries: See Appendix “D”

5.03.3 New Clubs: New clubs may be recommended by the Board to the Association for inclusion into the Contract, but no stipend will be paid until approved by the Board and added to the school budget.

Section 5.04 – MEDICAL INSURANCE

5.04.1 All employees currently enrolled in the Blue Cross/Blue Shield Blue Million plan with prescription rider or Blue Cross Plus Dental Plan (Smile Saver IV) may continue in the plan. Any employee not currently enrolled in this plan may join, but will pay 100% of the difference between the Blue Million plan and Blue Point.

5.04.2 All other employees may enroll in the Blue Point Plan with the prescription rider of 5/15/30 at a contribution rate of 85% District/15% employee.

5.04.3 District will provide a Flexible Benefits Plan per Sec. 125, IRS Code.

Section 5.05 – UNUSED SICK DAYS

5.05.1 Requirements, Notification, and Payment:
A teacher who resigns with 20 years of service to the District or is retiring shall have the salary of his/her retirement year increased by an amount equal to the number of unused sick days up to 300 multiplied by \$35. The requirements are as follows:

- A.
 - 1. Fall Retirement: Teachers who wish to retire after the first semester (January 31st) shall notify the Board in writing by February 1st of the school year preceding the school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
 - 2. Spring Retirement: Teachers who wish to retire after the second semester (June 30th or August 31st) shall notify the Board in writing by February 1st of the current school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
 - 3. Retired teachers may leave accumulated sick leave monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65, providing they meet the February 1st Fall retirement and February 1st Spring retirement deadline.
- B. If the District is notified after the February 1st Fall retirement and February 1st Spring deadline, the teacher can either receive payment of \$35.00 for each unused sick day up to 300 days or leave the monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65.
- C.
 - 1. The retired teacher/family may also participate in the District's health insurance program at his/her own expense after retirement.
 - 2. A teacher who is at least 55 years of age and who retires after twenty (20) calendar years of service with the District will be eligible to have the District pay his/her health insurance costs at the same rate (85%) as specified in Sections 5.04.1 or 5.04.2 of this Contract, until Medicare takes effect. The teacher may leave the accumulated sick leave monies with the District to offset the balance of the health insurance costs for the teacher and the cost of family health insurance.
 - 3. Any adjustment to be made on the teacher's salary will be made on the last check the teacher receives.
 - 4. Fall retirement teachers must utilize a January 31 retirement date, and Spring retirement teachers must utilize a June 30 retirement date.

4. Teachers on sabbatical leave for the full year shall receive one-half of his/her current salary for the full year. Teachers on sabbatical leave for the purpose of travel for one-half year will receive one-third of the year's beginning teacher salary. Teachers on sabbatical leave for college or university purpose for one-half year will receive one-half of the year's current teacher salary.
5. No more than one teacher (K-12) shall be granted a sabbatical leave in any given year.
6. Insurance coverage will continue during a sabbatical period on a 50/50 basis.
7. Seniority accrues during sabbatical period.
8. A teacher on sabbatical leave will notify the District of his/her intention to work at least sixty (60) days prior to the end of the sabbatical leave. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.

It is understood that economic factors could prevent the granting of sabbatical leave.

ARTICLE 6.0

Section 6.01 – GRIEVANCE

6.01.1 Definitions:

- A. A “grievance” is a claim based upon an event(s) or condition(s) which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- B. An “aggrieved person” is the person or persons making the claim.
- C. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.01.2 Purpose:

- A. The purpose of this procedure is to secure equitable solutions to the problems which might arise between teachers, Association, and/or Administration and Board.
- B. Nothing herein contained will be construed as limiting the right of any teacher(s) and/or the Association having a grievance to discuss the matter

informally with any appropriate member of the Administration. No settlement of an informal nature shall be made with an individual teacher which shall be inconsistent with the provisions of this Agreement.

6.01.3

Purpose:

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort shall be made to expedite the process.

- A. Level One (informal stage). The aggrieved person shall orally present his/her grievance within fifteen (15) working district business days (days school district business office is open) after the grievant knew or should have known of the events giving rise to the grievance to the building principal, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his/her determination to the aggrieved person within ten (10) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this level or stage, the aggrieved person may proceed to Level Two.
- B. Level Two. If the aggrieved person disagrees with the disposition of his/her grievance at Level One, he/she will, within ten (10) school days, present the grievance in writing to the District's Superintendent, specifying the Contract section (if any) which is the subject of the grievance. The Superintendent shall arrange a meeting with the aggrieved person and his/her designee within ten (10) school days. The Superintendent shall make a disposition of grievance to the parties of interest in writing within ten (10) school days of such a meeting.
- C. Level Three. If the aggrieved person is not satisfied with the decision made at Level Two, he/she shall submit within ten (10) school days his/her grievance in writing to the Association Grievance Committee. If the Association Grievance Committee deems the grievance meritorious, it shall within ten (10) school days refer the grievance to the President of the Board of Education. Within ten (10) school days of the receipt of a grievance by the President of the Board, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.
- D. Level Four. If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Level Three.

1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
2. The arbitrator's decision will be in writing and will set forth the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
3. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute whether the Board or the Association is the losing party, the arbitrator will be requested to resolve the question.

6.01.4 Rights of Teachers to Representation:

Any party of interest may be represented at any or all stages of grievance procedure by a person(s) of his/her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be represented and to state its view at all stages of the grievance procedure.

6.01.5 Miscellaneous:

- A. If, in the judgment of the Association Grievance Committee or its designee, a grievance affects a group or class of teachers, the Association Grievance Committee, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process for all persons concerned, even though an individually aggrieved person may not wish to do so.
- B. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- C. Forms for filing of grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared with the approval of the Association and Board, by joint committee of the Administration and Association.

- D. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this Agreement.
- E. It is understood that the time limits stated at all levels of the grievance process shall be the maximum amount of time either party has to respond within that step of the procedure. If the District or the Association fails to respond within the time specified at any step, the party not meeting the time allotment will forfeit the grievance.

ARTICLE 7.0

Section 7.01 – STUDENT DISCIPLINE AND TEACHER PROTECTION

The following actions and protections shall be provided for the teacher by the Administration and the Board.

- A. Assault, threat of physical harm, or other violence including property damage, abusive language, or abusive actions: student will be sent out of class to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration include, but are not limited to the following:
 - 1. Suspension (immediate or delayed)
 - 2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present
- B. Right to expect and will receive complete cooperation from the Administration.

The following specific protection shall be provided the Administration and the Board: Right to expect and will receive complete cooperation from the faculty.

ARTICLE 8.0

Section 8.01 – TEACHER-ADMINISTRATION LIAISON COMMITTEE

A Teacher-Administration Liaison Committee shall be established consisting of the Superintendent, High School Principal, Elementary School Principal, and York Teacher Liaison Committee, and any other person or parties directly involved and deemed necessary by both representative parts.

8.01.1 Purpose:

To maintain a cooperative and harmonious educational system through the maintenance of the highest professional machinery and standards.

8.01.2 Method:

This committee shall function through informal discussions arranged with mutual consent. If mutual agreement is not reached, the problem under discussion may then be brought to the attention of the Board.

8.01.3 Approval:

All agreements between the Association and the Administration must be approved by majority vote of the Teachers' Association. The committee may and should make its recommendations known to the Association before such vote. Any decisions reached requiring Board policy or action shall be submitted to the Board for its consideration at a regularly scheduled Board meeting.

8.01.4 Meetings:

The Liaison Committee shall meet if requested by the Association and/or the Superintendent. A written agenda shall be prepared by the Association president and the Superintendent. Emergency meetings shall be held at the request of the Association president and/or Superintendent, and no written agenda shall be required for such emergency meetings.

8.01.5 Discussion Areas:

The following would be considered as the areas to be discussed by the Teacher-Administration Liaison Committee:

School Calendar	Scheduling
Special Education	Cafeteria Duty
Inter-School Communication	Study Halls
Joint Public Relations	Testing
Class Size	Length of School Day
Press Releases	Job Openings

ARTICLE 9.0

Section 9.01 – PROFESSIONAL PRACTICES

9.01.1 Teacher Observations

Probationary and tenured teachers' observations and evaluations are addressed and detailed in the District document, "Annual Professional Performance Review." This document governs the process and contents to be used in determining a teacher's performance. This document is revised to reflect that it governs only Section 9.01.1 of this collective bargaining agreement, and that teacher evaluations will be conducted by the respective building principal and/or other certified administrators.

9.01.2 Mentoring Policy

1. The Board of Education has established a Teacher Mentor-Intern Program in accordance with Commissioner's Regulations 100.2
2. The annual stipend for mentors will be \$ 1500.00.

9.01.3 Fair Dismissal

The Board gives assurance that all probationary teachers will be reviewed by the Administration and Board yearly. The Board will act on reasonable grounds only. The Board will notify the probationary teacher in writing of its decision no later than May 1 of their final year of probation.

9.01.4 Conferences:

Conferences are placed in two categories: "One Day" and "Extended." "One Day" conferences and workshops are at the discretion of the Administration, while "Extended" (those involving overnight accommodations, etc.) are approved at the discretion of the Board.

Number of conferences (extended):

Generally, one per department per year with participation rotating among members or previously designated alternates. Generally, one coach per sports season (Fall, Winter, Spring) may attend a conference at any time during the calendar year, with selection being made on a rotating basis insofar as possible. Payment for lodging, meals, registration, and mileage is made upon presentation of approved bill.

Reporting:

Conference participants must give an oral or written report to his/her department, grade level, building principal, and/or Board as the situation warrants.

9.01.5 Visitation Day:

The Board, recognizing the value of professional improvement through selected visitations to other schools and programs, will allow time for this purpose. This visiting or professional time will be at the discretion of the Administration and must be implemented by proper prior arrangements with both local and outside school administration. A report of a visit and its significant points or possible benefits shall be furnished to the department chairperson and administration subsequent to the visit. The form and scope of the report are to be determined by the person to whom the report is made.

9.01.6 Staff Development

The York Central School District will participate in Superintendent Conference Days as allotted by the State Education Department and approved by the Board of Education. All professional members of the staff shall attend and participate in the scheduled Superintendent Conference Days that are planned jointly by administration and faculty representatives. Personal Day requests on these staff development days will be granted by the building principal only for emergency reasons.

9.01.7 Personal Days

Three personal days per year are granted for each teacher's use. These days do not require any justification but require prior notification to the building principal. Personal day notification one week in advance is recommended so substitute arrangements can be made. Three faculty members per building will be allowed to use a personal day before or after a vacation. The following guidelines will need to be followed in order to obtain the building principal's approval for the use of a personal day before or after a vacation:

- a. Written requests shall be submitted at least thirty (30) days prior to the desired personal day.
- b. Requests are to be submitted during the school calendar year of the desired personal day.
- c. If a faculty member submits a request for a particular day after three other members' requests were previously approved, that faculty member will have priority for the same day the following year.
- d. Only one request per faculty member will be approved for the school year.

In the case of an emergency, a building principal may grant a personal day before or after a vacation without meeting the above criteria.

Personal days may accumulate to five. If a teacher has personal days which, when accumulated, would exceed the five permitted herein-above, such excess over five shall be considered as sick days pursuant to Section 9.01.8 herein, and allowed to accumulate as such to the allowable maximum as provided in that Section; namely, 300 days. Upon an employee's retirement, all unused personal days will be paid at the same rate as sick days.

9.01.8 A. Sick Days:

Ten sick days annually are to be granted by the Board. This leave may be used for personal illness or illness or death in the immediate family. In case of illness, immediate family shall include parents, spouse, brother, sister, children or dependents who reside with the immediate family. In case of death, the immediate family shall include those relationships already listed plus grandparents, aunt or uncle, and corresponding in-laws. An employee who has been absent from work due to illness for five (5) or more consecutive working days must submit a note from a licensed health care professional prior to his/her return to work. Any sick days not used in any year may be accumulated to a maximum of 300 days.

Sick days earned in excess of the maximum 300 days will be paid to the teacher at a daily rate of \$30.00. Payment will be included in the last check of the school year in which the days exceed 300.

9.01.8 B. Sick Bank:

1. The purpose and philosophy of a sick bank is to provide security to Association members when they suffer a prolonged illness or injury that causes the Association member to exhaust all of his/her accumulated sick leave.
2. All Association members are eligible to join. The open enrollment period will be September of each year. Once enrolled, the member must stay in the bank until the following September. Upon enrolling, each new member will contribute two (2) sick leave days to the bank. All contributions to the sick bank are non-returnable.
3. A member may leave the sick bank only by notifying the Business Office during the open enrollment.
4. A member who leaves the Sick Bank and then wishes to return must contribute another two (2) sick days to the Bank.

5. The bank will have a maximum number of two hundred fifty (250) days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed two hundred fifty (250) days.
6. If the sick bank falls below fifty (50) days, each member of the bank will be accessed an additional day of their personal accumulated sick leave. If a member is out of sick days, he/she will be assessed a sick day from his/her next school year's allocation.
7. Only members of the sick leave bank are eligible to withdraw days.
8. A committee shall be established to consider requests for the use of sick leave bank days. The committee shall be composed of five members: three Association members and two administrators. One of the Association members shall be named the chairperson of the committee. The Association will hold the District harmless for all decisions made by the committee. Decisions of the committee will not be subject to the grievance procedure of this Agreement.
9. Application to the sick leave bank must be in writing and shall be accompanied by a doctor's statement indicating that the applicant cannot resume normal work duties. The application will include an estimate of the days needed.
10. Sick bank days will be given in full day increments only and will commence on the 21st consecutive day of absence or when all sick time is exhausted, whichever is later. This twenty (20) day "waiting period" is renewable annually.
11. An applicant may request up to twenty (20) days at one time. The applicant may apply for additional days but must complete the process described above with an updated doctor's statement and date of return. The maximum number of days a member may receive is ninety (90) days per school year.
12. Sick bank days given to a member but not used will revert back to the Sick Bank immediately upon the member returning to work.
13. Each application for days will be held in strict confidence and judged on its own merit. Past practice or precedence will not be a determining factor.

9.01.8 C. Sick Days for Maternity Leave

Sick days may also be used for disability immediately after giving birth, and it is presumed that a teacher is disabled for the first eight (8) weeks following

childbirth. Therefore, up to forty (40) days of accumulated sick time may be used for this period of disability. Medical certification will be required to establish disability following the initial eight (8) week period.

9.01.9 Teacher Day

All professional staff members shall be on duty for seven hours and twenty-five minutes. In cases of emergency, teachers shall provide additional coverage until the pupils are safely aboard buses. The teacher day shall be as follows:

Grades K-5 and Option I Primary: 8:00a.m. – 3:25p.m.

Grades 6-12 and Option I Intermediate: 7:40a.m. – 3:05p.m.

Elementary teachers will be given two (2) daily planning periods as duty free as possible. Prior to adding any additional student contact time, a mutual agreement will be reached via Article 8.0 of the current Contract.

9.01.10 Any negative material placed in a teacher's personnel file shall be made available to that teacher prior to placement. That teacher reserves the right to file a written response to said material, such response to be filed within ten (10) school days. To review contents of the file, the teacher must make the request to an Administrator. Such review must take place in the presence of an Administrator. Teachers may not remove items from their files. Confidential personal reference type materials will not be available for teacher inspection.

9.01.11 Maternity/Paternity Leave: Association members may have up to one year of unpaid leave of absence for the purpose of caring for a child. Members will notify the Board at least three months before taking leave.

ARTICLE 10.0

Section 10.01 – MISCELLANEOUS PROVISIONS

10.01.1 Agreement Changes:

This Agreement shall constitute the commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. If the Board adopts a change in policy which affects existing wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the president of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days after receipt of said notice. (Portions of Board minutes which pertain to

teachers shall be made available to the Association.) Liaison Committee and grievance procedure will be used before applying the term of this paragraph whenever possible.

10.01.2 Individual Agreement:

Any individual arrangement, agreement, or contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties excepting that it is expressly agreed that the Board may at any time appoint a teacher at a salary above the current salary schedule if in its best judgment the Board deems that conditions warrant such actions. The Administration and Board will make efforts to notify the Association when such off-step appointments are being considered due to unique situations or requirements of the district. Interested individuals may apply for such appointments and be appointed subject to the recommendation of the administrative staff and approval by the Board. No individual arrangement, agreement or contract shall contain any language or terms inconsistent with this Agreement during its duration.

10.01.3 Agreement Copies:

One copy per employee; additional copies as requested by the Administration.

10.01.4 Savings Clause:

If any provision of this Agreement, or any application of this Agreement to any teacher or group of teachers, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.01.5 Clean Air Environment

The Board and Association agree that there is a need to provide a smoke-free environment at York Central School. In accordance with Chapter 565 of the Law of 1994 amending the Education Law and the Public Health Law, which became effective August 25, 1994, York Central School buildings and grounds are smoke-free.

10.01.6 Long term Substitutes

A long term substitute teacher is defined as a teacher appointed by the Board of Education to fill a temporary teaching vacancy in a classroom for a period of ninety (90) consecutive days or longer. Long term substitutes are entitled to all

the rights and privileges accorded a first year teacher, prorated for the period of appointment.

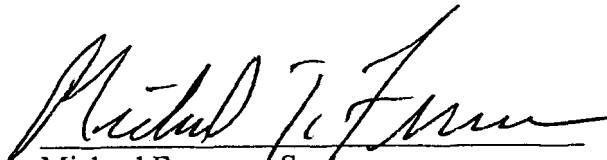
ARTICLE 11.0

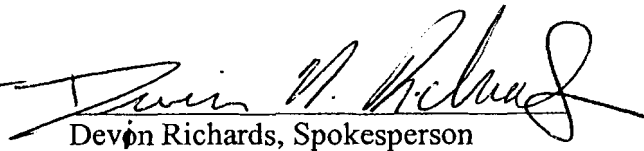
Section 11.01 – DURATION OF AGREEMENT

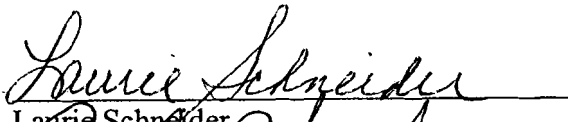

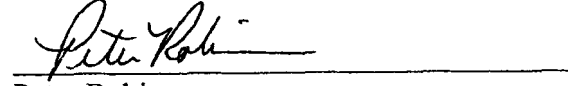
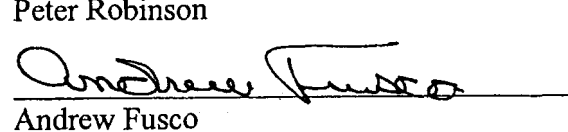
Contract shall be effective July 1, 2003 and shall continue in effect through June 30, 2006.

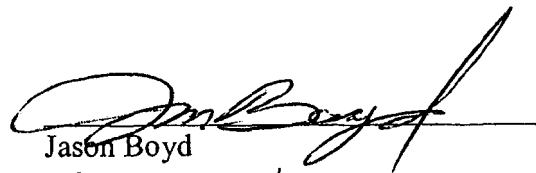
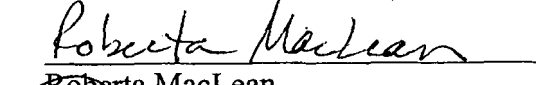
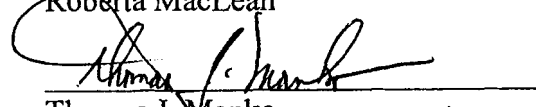
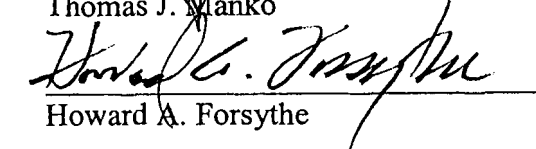
Association:

Board:

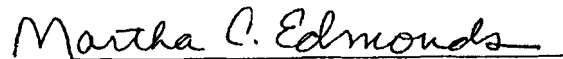

Michael Freeman, Spokesperson
York Teachers' Association
and
Negotiators for York Teachers' Association


Devon Richards, Spokesperson
York Central Board of Education
and
Negotiators for York Central School
Board of Education;


Laurie Schneider

Paul Schneider

Peter Robinson

Andrew Fusco


Jason Boyd

Roberta MacLean

Thomas J. Manko

Howard A. Forsythe

Denise Oestreich


Martha Edmonds

APPENDIX A
School Nurse and Teacher Assistants

ARTICLE 1.0

Section 1.01 - RECOGNITION

The Board, having determined that the Association is supported by a majority of the members in a unit composed of all professional certified teachers, guidance counselors, teacher assistants, school nurses, and long term substitutes except the Superintendent, Business Manager, High School Principal, Elementary School Principal, and Pupil Personnel Services Director, hereby recognizes the York Teachers' Association as the exclusive negotiating agent for the members in such unit. Such recognition shall extend in accordance with the provisions of the Taylor Law. The terms and conditions of this Contract which relate specifically to teacher assistants and school nurse are found herewith in Appendix A.

Section 1.02 – WORK YEAR DESCRIPTION

Teacher Assistant Work Year:

1. Teacher Assistant work year is 180 days. Should an assistant work beyond the 180 days, pay will be adjusted accordingly.
2. Workday will be eight (8) hours including lunch break.
3. Starting and ending times for the workday will be determined by the building principal on an individual, as needed, basis.

School Nurse Work Year:

1. Work year is 180 days.
2. Workday will begin at 7:40a.m. and end at 3:25p.m.

ARTICLE 2.0

Section 2.01 – NEGOTIATION PROCEDURES

- 2.01.1 It is contemplated that terms and conditions of employment in this agreement shall remain in effect for the period specified in Article 11.0. Any change of

contractual conditions made during the period of this contract will be developed as a result of the liaison process.

2.01.2 No later than February 1, 2006, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Either party may request the use of mediation furnished by the State Employment Relations Board.

2.01.3 Both parties in negotiations may select their own representatives independently from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach compromises in the course of negotiations.

2.01.4 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
(Required by New York State)

ARTICLE 3.0

Section 3.01 – DUES DEDUCTIONS

3.01.1 The Board of Education of the York Central School District agrees to deduct from the salaries of its employees dues for the Teachers' Association and its affiliates as said members individually and voluntarily authorize the Board to deduct and transmit the total of all dues deducted to the York Teachers' Association for proper disbursement. Member authorization shall be in writing and in the form set forth below:

Designation and Deductions Authorization:

Print: Last name, first, initial

Building

Address

TO: Board of Education of the York Central School District pursuant to Chapter 392 Laws of 1967, I hereby designate the York Teachers' Association as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the York Teachers' Association the composite total of the dues as certified by the York Teachers' Association. I hereby waive all right and

claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee Signature

Date

- 3.01.2 The Association shall certify to the Board in writing the current rate for membership dues deduction. Any change in dues deductions shall be provided to the Board thirty (30) days prior to the effective date of the change involved.
- 3.01.3 Deductions referred to in Section 3.01.1 above shall be made in the following manner: Dues to the organization shall be deducted in approximately equal installments, beginning with the first paycheck of the current school year.
- 3.01.4 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for any such authorizations.
- 3.01.5 The Board shall, following each pay period from which dues deduction is made, transmit the composite amount of deductions to the York Teachers' Association for proper transmittal to the designated affiliates. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made, and the amount deducted for each.
- 3.01.6 An employee may withdraw his/her authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

Section 3.02 – CREDIT UNION DEDUCTION

- 3.02 The Board agrees to continue a payroll deduction program for the G.V.T.A. Federal Credit Union consistent with arrangements satisfactory to the Administration and the Teachers' Association.

Section 3.03 – PAY SCHEDULE

- 3.03 Association members may elect to be paid on a 26-pay plan. Members will notify the Business Office annually before the last day of school to begin pay cycle starting September 1.

ARTICLE 5.0

Section 5.01

A. Salaries:

1. a. For the 2003-2004 school year, school nurse salaries will increase by \$1,000 plus 3% and teacher assistant salaries will increase by 3% above the compensation received for the 2002-2003 school year.
- b. For the 2004-2005 school year, school nurse and teacher assistant salaries will increase by 3% above the compensation received for the 2003-2004 school year.
- c. For the 2005-2006 school year, school nurse and teacher assistant salaries will increase by 3% above the compensation received for the 2004-2005 school year.

Section 5.04 – INSURANCE

- 5.04.1 Cost sharing for teacher assistants and school nurse will be 70% District/30% employee for any plan available through this Contract.
- 5.04.2 District will provide a Flexible Benefits Plan per Sec. 125, IRS Code

Section 5.05 – UNUSED SICK DAYS

5.05.1 Requirements, Notification and Payment:

A teacher assistant or school nurse who resigns with 20 years of service to the District or is retiring shall have the salary of his/her retirement year increased by an amount equal to the number of unused sick days up to 300 multiplied by \$35.

The requirements are as follows:

- A. 1. **Fall Retirement:** Teacher assistants and school nurses who wish to retire after the first semester (January 31st) shall notify the Board in writing by February 1st of the school year preceding the school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.

2. Spring Retirement: Teacher assistants and school nurses who wish to retire after the second semester (June 30th or August 31st) shall notify the Board in writing by February 1st of the current school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
 3. Retired teacher assistants and school nurses may leave accumulated sick leave monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65, providing they meet the February 1st Fall retirement and February 1st Spring retirement deadline.
- B. If the District is notified after the February 1st Fall retirement and February 1st Spring deadline, the teacher assistant and school nurse can either receive payment of \$35.00 for each unused sick day up to 300 days or leave the monies with the District to offset teacher/family health insurance program costs between the time of retirement and age 65.
- C.
1. The retired teacher assistant/family or school nurse/family may also participate in the District's health insurance program at his/her own expense after retirement.
 2. A teacher assistant or school nurse who is at least 55 years of age and who retires after twenty (20) calendar years of service with the District will be eligible to have the District pay his/her health insurance costs at the same rate as specified in Sections 5.04.1 or 5.04.2 of this Contract, until Medicare takes effect. The teacher assistant or school nurse may leave the accumulated sick leave monies with the District to offset the balance of the health insurance costs for the teacher assistant or nurse and the cost of family health insurance.
 3. Any adjustment to be made on the teacher assistant's or nurse's salary will be made on the last check the teacher assistant or nurse receives.
 4. Fall retirement teacher assistants and nurses must utilize a January 31 retirement date, and Spring retirement teacher assistants and nurses must utilize a June 30 retirement date.

ARTICLE 6.0

Section 6.01 – GRIEVANCE

6.01.1 Definitions:

- A. A “grievance” is a claim based upon an event(s) or condition(s) which affects the welfare and/or terms and conditions of employment of a teacher assistant or nurse and/or interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- B. An “aggrieved person” is the person or persons making the claim.
- C. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.01.2 Purpose:

- A. The purpose of this procedure is to secure equitable solutions to the problems which might arise between teacher assistants and nurses, Association, and/or Administration and Board.
- B. Nothing herein contained will be construed as limiting the right of any teacher assistant or nurse and/or the Association having a grievance to discuss the matter informally with any appropriate member of the Administration. No settlement of an informal nature shall be made with an individual teacher assistant or nurse which shall be inconsistent with the provisions of this Agreement.

6.01.3 Procedure:

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort shall be made to expedite the process.

- A. Level One (informal stage). The aggrieved person shall orally present his/her grievance within fifteen (15) working district business days (days school district business office is open) after the grievant knew or should have known of the events giving rise to the grievance to the building principal, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his/her determination to the aggrieved person within ten (10) school days after the grievance has been presented to him/her. If such grievance is not

satisfactorily resolved at this level or stage, the aggrieved person may proceed to Level Two.

- B. Level Two. If the aggrieved person disagrees with the disposition of his/her grievance at Level One, he/she will, within ten (10) school days, present the grievance in writing to the District's Superintendent, specifying the Contract section (if any) which is the subject of the grievance. The Superintendent shall arrange a meeting with the aggrieved person and his/her designee within ten (10) school days. The Superintendent shall make a disposition of grievance to the parties of interest in writing within ten (10) school days of such a meeting.
- C. Level Three. If the aggrieved person is not satisfied with the decision made at Level Two, he/she shall submit within ten (10) school days his/her grievance in writing to the Association Grievance Committee. If the Association Grievance Committee deems the grievance meritorious, it shall within ten (10) school days refer the grievance to the President of the Board of Education. Within ten (10) school days of the receipt of a grievance by the President of the Board, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.
- D. Level Four. If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Level Three.
 - 1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
 - 2. The arbitrator's decision will be in writing and will set forth the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
 - 3. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence

expenses will be the responsibility of the losing party. If there is a dispute whether the Board or the Association is the losing party, the arbitrator will be requested to resolve the question.

6.01.4 Rights of Teacher Assistants and School Nurse to Representation:

Any party of interest may be represented at any or all stages of grievance procedure by a person(s) of his/her own choosing. When a teacher assistant or school nurse is not represented by the Association, the Association shall have the right to be represented and to state its view at all stages of the grievance procedure.

6.01.5 Miscellaneous

- A. If, in the judgment of the Association Grievance Committee or its designee, a grievance affects a group or class of members, the Association Grievance Committee, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process for all persons concerned, even though an individually aggrieved person may not wish to do so.
- B. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- C. Forms for filing of grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared with the approval of the Association and Board, by joint committee of the Administration and Association.
- D. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this Agreement.
- E. It is understood that the time limits stated at all levels of the grievance process shall be the maximum amount of time either party has to respond within that step of the procedure. If the District or the Association fails to respond within the time specified at any step, the party not meeting the time allotment will forfeit the grievance.

ARTICLE 7.0

Section 7.01 – STUDENT DISCIPLINE AND TEACHER PROTECTION

The following actions and protections shall be provided for the teacher assistant and nurse by the Administration and the Board.

- A. Assault, threat of physical harm, or other violence including property damage, abusive language, or abusive actions: student will be sent out of class to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration include, but are not limited to the following:
 - 1. Suspension (immediate or delayed)
 - 2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present.
- B. Right to expect and will receive complete cooperation from the Administration.

The following specific protection shall be provided the Administration and the Board: Right to expect and will receive complete cooperation from the faculty.

ARTICLE 9.0

9.01.3 Fair Dismissal:

The Board gives assurance that all probationary members will be reviewed by the Administration and Board yearly. The Board will act on reasonable grounds only. The Board will notify the probationary member in writing of its decision no later than May 1 of their final year of probation.

9.01.4 Conferences:

Conferences are placed in two categories: “One Day” and “Extended.” “One Day” conferences and workshops are at the discretion of the Administration, while “Extended” (those involving overnight accommodations, etc.) are approved at the discretion of the Board.

Number of conferences (extended):

Generally, one per department per year with participation rotating among members or previously designated alternates. Generally, one coach per sports season (Fall, Winter, Spring) may attend a conference at any time during the calendar year, with selection being made on a rotating basis insofar as possible. Payment for lodging, meals, registration, and mileage is made upon presentation of approved bill.

Reporting:

Conference participants must give an oral or written report to his/her department, grade level, building principal, and/or Board as the situation warrants.

9.01.5 Visitation Day:

The Board, recognizing the value of professional improvement through selected visitations to other schools and programs, will allow time for this purpose. This visiting or professional time will be at the discretion of the Administration and must be implemented by proper prior arrangements with both local and outside school administration. A report of a visit and its significant points or possible benefits shall be furnished to the department chairperson and administration subsequent to the visit. The form and scope of the report are to be determined by the person to whom the report is made.

9.01.6 Staff Development:

The York Central School District will participate in Superintendent Conference Days as allotted by the State Education Department and approved by the Board of Education. All professional members of the staff shall attend and participate in the scheduled Superintendent Conference Days that are planned jointly by administration and faculty representatives. Personal Day requests on these staff development days will be granted by the building principal only for emergency reasons.

9.01.7 Personal Days:

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- a. Written requests submitted at least thirty (30) days prior to the desired personal day.
- b. Requests are to be submitted during the school calendar year of the desired personal day.
- c. If a member submits a request for a particular day after three requests were previously approved, that faculty member will have priority for that same day the following year.

- d. Only one request per member will be approved for the school year.

In the case of an emergency, a building principal may grant a personal day before or after a vacation without meeting the above criteria.

Personal days may accumulate to five. If a member has personal days which, when accumulated, would exceed the five permitted herein-above, such excess over five shall be considered as sick days pursuant to Section 9.01.8 herein, and allowed to accumulate as such to the allowable maximum as provided in that Section; namely, 300 days.

9.01.8

A. Sick Days:

Ten sick days annually are to be granted by the Board. This leave may be used for personal illness or illness or death in the immediate family. In case of illness, immediate family shall include parents, spouse, brother, sister, children or dependents who reside with the immediate family. In case of death, the immediate family shall include those relationships already listed plus grandparents, aunt or uncle, and corresponding in-laws. Any sick days not used in any year may be accumulated to a maximum of 300 days.

Sick days earned in excess of the maximum 300 days will be paid to the member at a daily rate of \$30.00. Payment will be included in the last check of the school year in which the days exceed 300.

9.01.8

B. Sick Bank:

1. The purpose and philosophy of a sick bank is to provide security to Association members when they suffer a prolonged illness or injury that causes the Association member to exhaust all of his/her accumulated sick leave.
2. All Association members are eligible to join. The open enrollment period will be September of each year. Once enrolled, the member must stay in the bank until the following September. Upon enrolling, each new member will contribute two (2) sick leave days to the bank. All contributions to the sick bank are non-returnable.
3. A member may leave the sick bank only by notifying the Business Office during the open enrollment.
5. A member who leaves the Sick Bank and then wishes to return must contribute another two (2) days to the Bank.

5. The bank will have a maximum number of two hundred fifty (250) days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed two hundred fifty (250) days.
6. If the sick bank falls below fifty (50) days, each member of the bank will be accessed one day of accumulated sick leave.
7. Only members of the sick leave bank are eligible to withdraw days.
8. A committee shall be established to consider requests for the use of sick leave bank days. The committee shall be composed of five members: three Association members and two administrators. One of the Association members shall be named the chairperson of the committee. The Association will hold the District harmless for all decisions made by the committee. Decisions of the committee will not be subject to the grievance procedure of this Agreement.
9. Application to the sick leave bank must be in writing and shall be accompanied by a doctor's statement indicating that the applicant cannot resume normal work duties. The application will include an estimate of the days needed.
10. Sick bank days will be given in full day increments only and will commence on the 21st consecutive day of absence or when all sick time is exhausted, whichever is later. This twenty (20) day "waiting period" is renewable annually.
11. An applicant may request up to twenty (20) days at one time. The applicant may apply for additional days but must complete the process described above with an updated doctor's statement and date of return. The maximum number of days a member may receive is ninety (90) days per school year.
12. Each application for days will be held in strict confidence and judged on its own merit. Past practice or precedence will not be a determining factor.
13. Sick bank days given to a member but not used will revert back to the Sick Bank immediately upon the member returning to work.

9.01.8

C.

Sick Days for Maternity Leave

Sick days may also be used for disability immediately after giving birth, and it is presumed that a member is disabled for the first eight (8) weeks following childbirth. Therefore, up to forty (40) days of accumulated sick time may be used for this period of disability. Medical certification

will be required to establish disability following the initial eight (8) week period.

9.01.10 Any negative material placed in a member's personnel file shall be made available to that member prior to placement. That member reserves the right to file a written response to said material, such response to be filed within ten (10) school days. To review contents of the file, the member must make the request to an Administrator. Such review must take place in the presence of an Administrator. The member may not remove items from his/her file. Confidential personal reference type materials will not be available for member's inspection.

9.01.11 Maternity/Paternity Leave: Association members may have up to one year of unpaid leave of absence for the purpose of caring for a child. Members will notify the Board at least three months before taking leave.

ARTICLE 10.0

Section 10.01 – MISCELLANEOUS PROVISIONS

10.01.1 Agreement Changes:

This Agreement shall constitute the commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. If the Board adopts a change in policy which affects existing wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the president of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days after receipt of said notice. (Portions of Board minutes which pertain to teachers shall be made available to the Association.) Liaison Committee and grievance procedure will be used before applying the term of this paragraph whenever possible.

10.01.2 Individual Agreement:

Any individual arrangement, agreement, or contract between the Board and an individual teacher assistant or nurse, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties excepting that it is expressly agreed that the Board may at any time appoint a teacher assistant or nurse at a salary above the current salary

schedule if in its best judgment the Board deems that conditions warrant such actions. The Administration and Board will make efforts to notify the Association when such off-step appointments are being considered due to unique situations or requirements of the district. Interested individuals may apply for such appointments and be appointed subject to the recommendation of the administrative staff and approval by the Board. No individual arrangement, agreement or contract shall contain any language or terms inconsistent with this Agreement during its duration.

10.01.3 Agreement Copies:

One copy per employee; additional copies as requested by the Administration.

10.01.4 Savings Clause:

If any provision of this Agreement, or any applications of this Agreement to any teacher assistant or nurse, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.01.5 Clean Air Environment:

The Board and Association agree that there is a need to provide a smoke-free environment at York Central School. In accordance with Chapter 565 of the Law of 1994 amending the Education Law and the Public Health Law, which became effective August 25, 1994, York Central School buildings and grounds are smoke-free.

ARTICLE 11.0

Section 11.01 – DURATION OF AGREEMENT:

Contract shall be effective July 1, 2003 and shall continue in effect through June 30, 2006.

APPENDIX "B"

Curriculum/Special Area
Salaries

<u>5.02.1</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Secondary Chairperson	1,646	1,662	1,679
Elementary Chairperson	1,645	1,661	1,678
Vocational Chairperson	1,233	1,245	1,257
Educational Support	1,233	1,245	1,257
Fine Arts	1,233	1,245	1,257
Middle School Chairperson	796	804	812
<u>5.02.1</u>			
Audio Visual	826	834	843
Instructional Television	523	528	534

Salaries for curriculum and special area will be paid by individual check.

APPENDIX "C"

Athletic Salaries **2003-04**

<u>Varsity Salaries</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Group I	3,110	3,328	3,561	3,774	4,001
Group II (85%)	2,644	2,829	3,027	3,208	3,401
<u>Assistant Salaries</u>					
Group I (75%)	2,333	2,496	2,670	2,831	3,001
Group II (75%)	1,983	2,121	2,270	2,406	2,550
<u>JV Salaries</u>					
Group I (70%)	2,177	2,329	2,492	2,642	2,801
Group II (70%)	1,850	1,980	2,119	2,246	2,380
<u>J.H. Salaries</u>					
Group I (40%)	1,244	1,331	1,424	1,510	1,600
Group II (34%)	899	962	1,029	1,091	1,156
<u>Cheerleading</u>					
Football (54%)	1,427	1,527	1,634	1,732	1,836
Basketball-Var. (60%)	1,586	1,697	1,816	1,925	2,040
Basketball-JV (80% of V)	1,269	1,358	1,453	1,540	1,632
(% of Group 2 Varsity)					
Athletic Director	4,175				

Group I – Basketball, Football, Swimming, Wrestling, Junior High Sport (except swimming)

Group II – Baseball, Cross Country, Soccer, Softball, Tennis, Track, Volleyball, Junior High Swimming

Step 1 – First year of coaching

Step 2 – Second and third year of coaching the same sport

Step 3 – Fourth and fifth year of coaching the same sport

Step 4 – Sixth and seventh year of coaching the same sport

Step 5 – Eighth year and above of coaching the same sport

All prior coaching experience from other schools will be negotiated with the Chief School Administrator and the Athletic Director.

There will be an additional \$200.00 added to the above salary for all coaches who coach a second sport.

APPENDIX "C"

Athletic Salaries 2004-05

<u>Varsity Salaries</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Group I	3,141	3,361	3,597	3,812	4,041
Group II (85%)	2,670	2,857	3,057	3,240	3,435
<u>Assistant Salaries</u>					
Group I (75%)	2,356	2,521	2,697	2,859	3,031
Group II (75%)	2,003	2,142	2,293	2,430	2,576
<u>JV Salaries</u>					
Group I (70%)	2,199	2,352	2,517	2,668	2,829
Group II (70%)	1,869	2,000	2,140	2,268	2,404
<u>J.H. Salaries</u>					
Group I (40%)	1,256	1,344	1,438	1,525	1,616
Group II (34%)	908	972	1,039	1,102	1,168
<u>Cheerleading</u>					
Football (54%)	1,441	1,542	1,650	1,749	1,854
Basketball-Var. (60%)	1,602	1,714	1,834	1,944	2,060
Basketball-JV (80% of V) (% of Group 2 Varsity)	1,282	1,372	1,468	1,555	1,648

Group I – Basketball, Football, Swimming, Wrestling, Junior High Sport (except swimming)

Group II – Baseball, Cross Country, Soccer, Softball, Tennis, Track, Volleyball, Junior High Swimming

Step 1 – First year of coaching

Step 2 – Second and third year of coaching the same sport

Step 3 – Fourth and fifth year of coaching the same sport

Step 4 – Sixth and seventh year of coaching the same sport

Step 5 – Eighth year and above of coaching the same sport

All prior coaching experience from other schools will be negotiated with the Chief School Administrator and the Athletic Director.

There will be an additional \$200.00 added to the above salary for all coaches who coach a second sport.

APPENDIX "C"

Athletic Salaries **2005-06**

<u>Varsity Salaries</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Group I	3,173	3,395	3,633	3,850	4,081
Group II (85%)	2,697	2,886	3,088	3,272	3,469
<u>Assistant Salaries</u>					
Group I (75%)	2,380	2,546	2,724	2,888	3,061
Group II (75%)	2,023	2,164	2,316	2,454	2,601
<u>JV Salaries</u>					
Group I (70%)	2,221	2,376	2,542	2,695	2,857
Group II (70%)	1,887	2,020	2,162	2,291	2,428
<u>J.H. Salaries</u>					
Group I (40%)	1,269	1,358	1,453	1,540	1,632
Group II (34%)	917	981	1,050	1,113	1,179
<u>Cheerleading</u>					
Football (54%)	1,456	1,558	1,667	1,767	1,873
Basketball-Var. (60%)	1,618	1,731	1,853	1,964	2,081
Basketball-JV (80% of V) (% of Group 2 Varsity)	1,295	1,385	1,482	1,571	1,665

Group I – Basketball, Football, Swimming, Wrestling, Junior High Sport (except swimming)

Group II – Baseball, Cross Country, Soccer, Softball, Tennis, Track, Volleyball, Junior High Swimming

Step 1 – First year of coaching

Step 2 – Second and third year of coaching the same sport

Step 3 – Fourth and fifth year of coaching the same sport

Step 4 – Sixth and seventh year of coaching the same sport

Step 5 – Eighth year and above of coaching the same sport

All prior coaching experience from other schools will be negotiated with the Chief School Administrator and the Athletic Director.

There will be an additional \$200.00 added to the above salary for all coaches who coach a second sport.

APPENDIX "D"

Non-Athletic Extra Curricular Salaries

<u>Position/Year</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Art Club	826	834	843
Color Guard	935	944	954
Environmental Awareness	826	834	843
Foreign Language	935	944	954
Kroy (6 issues)	1,084	1,095	1,106
Library Club	826	834	843
Lifeguard Training	637	643	650
Math Club – Secondary – 2 Positions Pay Split	849	859	867
Math Club – Junior High – 2 Positions Pay Split	424	428	433
Math Club – Elementary – Pay Per Positions (2)	424	428	433
Musical – Director	1,647	1,663	1,680
Musical – Set Design	530	535	541
Musical – Costume Coordinator	265	268	271
National Jr. Honor Society	424	428	433
National Honor Society	511	516	518
Odyssey of the Mind	-	-	-
Problem at Local Level – 10 Positions	508	513	518
Problem at Regional/State Level	726	733	741
Problem at National Level	726	733	741
Science Club	826	834	843
Senior Play	1,647	1,663	1,680
Ski Club	1,308	1,321	1,334
Ski Club Assistant	424	428	433
Varsity Club	826	834	843
Yearbook Business & Pictures	1,567	1,583	1,599
Yearbook Proof & Layout	1,567	1,583	1,599
Class Advisors:			
Freshman Year	523	528	534
Sophomore Year	596	602	608
Junior Year	675	682	689
Senior Year	826	834	843
Totals	23,528	23,763	24,010

Beginning with the Class of 1991, there will be two class advisors. An advisor continues with the same class shall have the step increased by \$100.00 for each successive year. In the event the senior trip is discontinued, payment for class advisorship shall be renegotiated.

APPENDIX "F"

Retirement Incentive Terms

It is hereby understood and agreed that the benefits set forth in Sections 5.05 and 5.06 will be paid in the following manner. No employee may receive cash in lieu of or as an alternative to what is set forth below.

- A. The District will make a non-elective employer contribution to a Section 403(b) program eligible to accept such amounts, which is designated in writing by the employee, subject to the contribution limits as outlined by the Internal Revenue Code, in the amounts specified in Sections 5.05 and 5.06.
- B. The contribution will be remitted by the District in the month of July immediately following June 30 of the year of retirement, subject to the requirements described below. For the purposes of this Agreement the term "year of retirement" means the last school fiscal year in which the employee was actively employed by the District.
- C. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the NYSTRS.
- D. In the event that the employee participates in the retirement incentive contribution and such contribution exceeds acceptable contribution limits, the District agrees
 - 1. if such member has a NYSTRS membership date prior to June 17, 1971, to pay any excess over the limits of compensation to the unit member in the month of July immediately following June 30 of the year of retirement,
 - or
 - 2. if the employee has a NYSYRS membership date subsequent to June 16, 1971, to reallocate any remainder in July of the year following the first remittance to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code, and in January of each subsequent year for up to four (4) years after the year of the employee's severance from employment, until such time as the employer's non-elective contribution on behalf of that employee is fully deposited into the employee's designated 403(b) account.
- E. The employee shall designate in writing the name, address and other pertinent information relating to the 403(b) account to which the employee will be directing the non-elective employer contribution(s) which will be made by the

District under this Agreement on behalf of the employee. The employee shall also advise the District in writing of any and all other elective deferrals to eligible plans which are being made on behalf of the employee for each year a non-elective employer contribution will be made on his/her behalf pursuant to this Agreement. The employee shall also be responsible for calculating and advising the District in writing of the maximum allowable contribution which may be made on his/her behalf under the Internal Revenue Code and implementing regulations for each year a non-elective employer contribution will be made on his/her behalf pursuant to this Agreement.

- F. The provisions of this Agreement are subject to the Internal Revenue Code and its implementing regulations, and in the event any change in the Internal Revenue Code and/or implementing regulations affect the terms of this Agreement, or any provisions of the Agreement are found to be contrary to the Internal Revenue Code and/or its implementing regulations, this Agreement shall be deemed null and void in its entirety and the parties shall meet to discuss implementing a new Agreement.
- G. Unless the District negligently or intentionally fails to discharge its obligations set forth in this Agreement, the employee and Association shall jointly and severally hold the District harmless and indemnify the District for the payment of any attorneys' fees, taxes, fines, damages or penalties which the District may incur from or on account of this Agreement.